

CONTRACT AMENDMENT

Contract No.: HHS000322AB

Begins: July 1, 2021

Administering Agency: Adult System of Care

Ends: February 28, 2023

Description: Second amendment to this contract between Advocates for Mentally Ill Housing, Inc., a nonprofit corporation, hereinafter referred to as "CONTRACTOR" and the County of Placer, hereinafter referred to as "COUNTY," to extend the length of the agreement and increase compensation to CONTRACTOR to meet demand of continued care for clients. All these changes are reflected in Exhibit ~~B-1~~**B-2**.

WHEREAS, COUNTY wishes to provide housing coordination services to individuals who are homeless, at risk of homelessness, or low income, and

WHEREAS, COUNTY issued a Request for Proposals No 100122 to select a contractor to provide housing coordination services and awarded a contract for services through the Placer COUNTY Board of Supervisors to CONTRACTOR on June 11, 2019 in response to the CONTRACTOR'S submitted proposal, and

WHEREAS, COUNTY has determined that the need for these services has increased since this Agreement was originally developed and it is necessary to modify the current agreement to increase compensation to meet the demand for these services and extend the term while the new RFP is released, and

WHEREAS, COUNTY currently has two agreements with CONTRACTOR related to housing coordination services, one through the RFP and one through professional services, and wishes to combine the services into one amendment for coordination and collaboration purposes, and

WHEREAS,

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree effective July 1, 2021, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:

3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit ~~B-1~~**B-2**, titled Payment Provisions, attached hereto. The payment specified in Exhibit ~~B-1~~**B-2** shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ~~FOUR HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS (\$495,383)~~ ***SIX HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS (\$645,383)***. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

5. **INVOICES:**

- 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts,

invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit ~~B-4~~**B-2** titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

- 5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a list of expenses with dollar amounts **in accordance with Exhibit B-4B-2**. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal
Attn: Accounts Payables
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A-1, Exhibit ~~B-4~~**B-2**, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2021 through February 28, 2023. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

22. **CONTRACT ADMINISTRATOR:**

- 22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement
- 22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.
- 22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Curtis Budge, Program Manager
Placer County Adult System of Care
101 Cirby Hills Dr.
Roseville, CA 95678
916.787.8976

//Signatures on following page

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

ADVOCATES FOR MENTALLY ILL HOUSING, INC
("CONTRACTOR")*

COUNTY OF PLACER ("COUNTY")

Signature

Print Name

☐ Chair of the Board, ☐ President, or
☐ Vice President

Date: _____

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Signature

Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

With the exception of, Exhibit B-2, exhibits are not attached. Please reference original agreement HHS000322 and amendment HHS000322A to view the exhibits that have not changed.

Exhibit ~~B-1~~**B-2**– Payment Provisions

*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.

This payment provision is subject to modification with approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

July 1, 2021 – June 30, 2022	Landlord & Housing Specialists (2FTEs)	Prop. 47 Housing Coord. (1 FTE)		TOTAL
4 FTE Housing Coordinators	\$81,133	\$31,000	-	\$112,113
Taxes/Workers Comp/Benefits	\$24,820	\$8,000	-	\$32,820
Total Payroll July 1, 2021 - June 30, 2022	\$105,953	\$39,000	-	\$144,933
Travel (Mileage)	\$4,155	\$1,250	-	\$5,405
Landlord Incentives (including forums and landlord trainings)	\$1,100	0	-	\$1,100
Ready to Rent Training (certifications)	\$0	\$450	-	\$450
Short Term Housing/Client Assistance*	\$7,202	300	-	\$7,502
Phone Allowance	\$600	\$300	-	\$900
HMIS Licenses	\$950	\$950	-	\$1,900
Operations (office & equipment)	\$5,050	\$5,032	-	\$10,082
Subtotal July 1, 2021 - June 30, 2022	\$125,010	\$47,282	-	\$172,292
Admin (up to 12%)	\$14,990	\$5,670	-	\$20,660
Total July 1, 2021 - June 30, 2022	\$140,000	\$52,952	-	\$192,952
July 1, 2022 - February 28, 2023	Landlord & Housing Specialists (2FTEs)	Prop. 47 Housing Coord. (1 FTE)	APS Home Safe Housing Coord. (1 FTE)	TOTAL
4 FTE Housing Coordinators	\$66,560	\$33,280	\$38,827	\$138,667
Taxes/Workers Comp/Benefits	\$18,637	\$9,318	\$10,871	\$38,827
Total Payroll July 1, 2022 - February 28, 2023	\$85,197	\$42,958	\$49,698	\$177,493
Travel (Mileage)	\$3,333	\$1,667	\$3,333	\$8,333

Landlord Incentives (including forums and landlord trainings)	\$733	\$0	\$0	\$733
Ready to Rent Training (certifications)	\$767	\$0	\$0	\$767
Short Term Housing/Client Assistance*	\$4,801	\$200	\$65,000 \$215,000	\$70,001 \$220,001
Phone Allowance	\$400	\$200	\$100	\$700
HMIS Licenses	\$633	\$633	\$633	\$1,900
Operations (office & equipment)	\$3,367	\$3,367	\$3,367	\$10,100
Subtotal July 1, 2022 - February 28, 2023	\$99,231	\$48,665	\$122,131 \$272,131	\$270,028 \$420,028
Admin (up to 12%)	\$11,908	\$5,840	\$14,656	\$32,403
Total July 1, 2022 - February 28, 2023	\$111,139	\$54,505	\$136,787 \$286,787	\$302,431 \$452,431